

CONTRACT FOR ORGANIZED COLLECTION OF RESIDENTIAL GARBAGE AND REFUSE

This Contract ("Contract"), made this _____ day of _____, 2025, by and between the CITY OF NORTHFIELD, MINNESOTA, a Minnesota municipal corporation 801 Washington Street, Northfield, MN 55057 (the "City"), and [name of service provider], a [insert type of entity - corporation, limited liability company, etc.] under the laws of the State of [insert state of registration/incorporation], [insert address] (the "Contractor"); (collectively the "Parties").

WHEREAS, the City requires organized collection of garbage, refuse, recyclables, and yard waste services for most residential properties in the City; and

WHEREAS, the Contractor agrees to provide the services defined herein as required by the City.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES.

- a. The Contractor does hereby agree to perform collection of garbage, refuse, recyclables, and yard waste services in the City and to provide all labor, equipment and materials required in connection therewith in accordance with this Contract and the City's request for proposals ("RFP") covering the same, dated September 25, 2025, prepared by David E. Bennett P.E., the Public Works Director/City Engineer, which is on file with the City Clerk (collectively the "services"). This Contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached, to-wit:
 - i. This Contract;
 - ii. Aforesaid City RFP; and
 - iii. Contractor's Proposal dated _____, 2025.
- b. In the event that any of the provisions in any of the above component parts of this Contract conflict with any provisions in any of the other component parts, the provisions in this Contract shall govern over any other component part.
- c. This Contract shall be limited to the services defined herein and shall not grant to Contractor any other special rights or privileges concerning collection of garbage, refuse, recyclables, and yard waste within the City.

2. STANDARDS FOR COLLECTION.

- a. Contractor shall collect all garbage, refuse, recyclables, and yard waste as defined in the

Code of Ordinances of the City, provided that it is put out for collection in containers and in a manner that meets the standards prescribed by the City. Carted and Bagged yard waste shall be hauled if it is placed in compostable bags and put at curbside. If garbage, refuse, recyclables, and yard waste is put out for collection in a manner not consistent with the standards prescribed by the City, Contractor shall not be obligated to collect such items but shall inform the household resident of the proper method of putting such items out for collection.

- b. Curbside recycling collection shall take place bi-weekly on the same day and during the same hours as collection of garbage and refuse. Yard Waste shall be collected weekly on Mondays. Rice County is responsible for the recycling program for all Rice County households and for providing compensation to the Contractor for recycling services. If the Contractor (under this Contract) is also the contractor for collection of recyclables under a contract with Rice County, then Collection service under this Contract shall be on the same day that recyclables are collected within the City of Northfield. If another contractor begins providing collection services for recyclables under a contract with Rice County, then the Contractor shall make available to that county contractor its route information to enable that contractor to collect recyclables on the same day refuse is collected. The current rate for Rice County is \$2.78/household and \$26/ton of mixed recycling. The City shall bill Dakota County residents for recycling services and pay such amounts to the Contractor. The City will pay the Contractor \$3.00/household for recycling over the Contract term. As a component of bi-weekly recycling, the Contractor shall provide any resident that requests a larger cart (96 gal) for recycling vs. the standard 64 gal. cart.
- c. Garbage, refuse, recyclables, and yard waste collection related to any program under this Contract shall not include toxic or hazardous waste, or other materials prohibited by law, or considered unacceptable by the receiving disposal facility.
- d. Contractor shall haul all garbage and refuse collected in the City to the Rice County Sanitary Landfill, unless directed to haul to another Minnesota Pollution Control Agency (MPCA) approved landfill by the City Council. If the Rice County Landfill is unexpectedly closed from time to time because of weather conditions (such as excessive wind), the Contractor shall haul refuse to another MPCA-approved facility mutually agreeable to the Contractor and the City's Public Works Director. The City will pay directly to the landfill or disposal facility the disposal costs (tipping fee) for garbage and refuse collected under this contract. The Contractor may not co-mingle garbage and refuse collected under this Contract with garbage and refuse collected under any other contract or from any other customer(s) under a subscription service.

3. HOUSEHOLD DEFINED.

- a. Contractor shall collect garbage, refuse, recyclables and yard waste under the terms hereof and pursuant to City Code and applicable law from all households in the City. Household shall mean a single-family dwelling unit, including a house, apartment in a complex up to and including six (6) units, condominium, townhouse or other such unit, and including apartments up to and including six (6) units or other dwelling unit in a commercial or industrial building, unless the units are exempt from collection hereunder by resolution of

the City Council.

4. SPECIAL PROVISIONS FOR COLLECTION SERVICE.

- a. **Basic Service.** The basic service for collection of garbage and refuse shall be (1) twenty-gallon, (1) thirty-five (35) gallon, one (1) sixty-four (64) gallon container, or one (1) ninety-six (96) gallon container, at the option of the customer. The Contractor shall supply such containers for the collection of garbage, refuse, recyclables and yard waste to all households and shall replace all lost, stolen, damaged or defective containers at the Contractor's expense. All containers shall remain the property of the Contractor. The Contractor shall provide the City with a list of users for all four different container sizes for billing purposes on the first business day of each month.
- b. **Special Pick-up Arrangements.** Persons with physical disabilities, which prohibit the placement of garbage, refuse, recyclables, and yard waste containers curbside must be allowed to make special pick-up arrangements with the Contractor at no added cost to the customer, provided they have a signed statement of need from their physician.
- c. **Christmas Tree Collection.** In January of each year, the Contractor shall collect all Christmas trees set out at curbside for collection. Public relations and notification work and advertising related to this service shall be the responsibility of the Contractor. This public relations and notification work shall include providing the City with an advertisement by December 1st of each year explaining the Christmas Tree collection dates and process, and placing an advertisement in the Northfield News/KYMN Radio describing the collection process. The Contractor shall deliver the Christmas trees to the City of Northfield yard waste site, or a site that has been approved by the Minnesota Pollution Control Agency and the City. There shall be no charge for this service, by Contractor. For disposal of Christmas trees at the City of Northfield yard waste disposal site, which have been collected from residential customers covered by this Contract and from within the corporate limits of the City, there will be no charge to the Contractor.
- d. **Brush Collection.** Brush collection service must be provided by the Contractor when residents request this service by contacting the Contractor. This service must be provided all year. Brush is defined as hedge clippings, tree trimmings and branches. Limb size must be less than six (6) inches in circumference. The cost for this service shall be **\$\$\$** per bundle and will be billed to the customer directly for the service by the Contractor. All bundles shall be no more than 4 ft. long and 3 ft. in diameter and tied so that one person can easily handle it. The Contractor shall deliver the brush materials to the City of Northfield yard waste site or a site that has been approved by the Minnesota Pollution Control Agency and the City. For disposal of brush materials at the City of Northfield yard waste disposal site, which have been collected from residential customers covered by this Contract and from within the corporate limits of the City, there will be no charge to the Contractor.
- e. **Yard Waste Collection.** The contractor shall provide to all residents a grass clippings and leaves collection service option. The yard waste collection shall occur weekly on Mondays and shall run spring through fall approximate dates April 15 – November 30. The program shall consist of a 96 gallon yard waste card and up to 10-compostable bags collected

weekly.

- i. In addition to carted yard waste, the Contractor shall provide an on-call curbside service of collection of yard waste materials shall take place between April 15 and May 15 (spring collection) and October 1 and November 15 (fall collection) each year. The Contractor shall provide yard waste collection only when residents request this service by contacting the Contractor during the above dates. Yard waste bags shall be collected on Monday with the carted yard waste service. The cost for this service shall be on a per bag charge. The Contractor shall bill the customer directly for this charge or provide stickers at a retail outlet in the City for residents to purchase. The retailer may markup the cost from time to time.
 - ii. The Contractor shall deliver the yard waste materials to the City yard waste site or a site that has been approved by the Minnesota Pollution Control Agency and the City.
- f. **White Goods and Electronics Collection.** Provided that a household resident makes special arrangements with the Contractor, the Contractor shall collect and dispose of large items commonly known as white goods, including but not limited to refrigerators, stoves, dishwashers, washers, dryers and mattresses. With prior notice by the Homeowner, the Contractor shall also collect and dispose of electronics devices including computers, keyboards, copiers, scanners, printers, fax machines, televisions, console televisions, video players/recorders, video cassette players/recorders, and other similar devices. The Contractor shall bill and collect from the householder directly. The costs for these services are outlined in the tables, below. These prices may be modified from time to time with City approval. These charges will also be charges on “Spring Clean-up Days.” Described in sub paragraph h, below.

White Goods			
Item	Charge	Item	Charge
Air Conditioner	\$	Freezer	\$
Brush (per bundle)	\$	Mattress/Box Spring	\$
Car Tire	\$	Microwave Oven	\$
Dishwasher	\$	Refrigerator	\$
Dryer	\$	Stove	\$
Washer	\$		

Electronics	
Price Per Item	\$
Bulk (Price per Pound)	\$

- g. **Additional Collection of Large and Bulky Items (Spring Clean-up Days) and Reuse.** The Contractor shall provide an additional collection service for large and bulky items on two consecutive Saturdays in the spring (May) of each year on dates to be determined mutually by the City and the Contractor for the collection of trash, electronic, appliances,

and other non-hazardous items from City residents at the City Street Maintenance Facility at 1710 Riverview Drive. The Contractor shall provide the equipment and the labor for the collection. The City shall pay all disposal costs generated by the collection, including any landfill tipping fees. The Contractor shall provide staffing for this service and the City will also provide some staffing for this service and will verify City of Northfield residence for participants. Residents shall be charged a fee for the drop off and disposal of white goods, as identified above, in item f herein above.

- i. In addition, the Contractor shall contract with a reuse vendor to be at the spring cleanup days to identify and collect items that could be repurposed and diverted from the landfill.
- ii. Public relations and notification work and advertising related to this event shall be the responsibility of the Contractor. This public relations and notification work shall include providing the City with an advertisement three weeks prior to the event each year explaining the Spring Clean-up Days dates and process, and placing an advertisement in the Northfield News and KYMN Radio describing the collection process.
- iii. The Contractor shall provide roll-off drop-off containers for recycling materials. These roll-off drop-off containers are currently located at Family Fare and Cub Foods. Recycling material shall be delivered to Rice County Landfill.

5. SERVICE SCHEDULE.

- a. Contractor shall collect garbage, refuse, recyclables, and yard waste from each household in accordance with a schedule established by Contractor subject to approval of the City. The Contractor shall divide the City into five collection routes of approximately equal size and shall service each route once each week. All household collection services shall be conducted between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday. Household collection shall not be done on Sundays or on New Year's Day, Memorial Day, Juneteenth, the 4th of July, Labor Day, Thanksgiving Day or Christmas Day.

6. COLLECTION EQUIPMENT.

- a. The Contractor shall make all collection of garbage, refuse, recyclables, and yard waste in water-tight metal or plastic receptacles or vehicles with closed tops so constructed that their contents will not leak, spill, or scatter therefrom. Should any garbage, refuse, recyclables, and yard waste be dumped or spilled in collection or transporting, it shall be immediately cleaned up at Contractor's expense. A broom and shovel in good useable condition shall be placed and maintained on each vehicle for this purpose. Receptacles and vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley or other place longer than is reasonably necessary to collect garbage, refuse, recyclables, and yard waste.
- b. The Contractor shall not collect garbage, refuse, recyclables, and yard waste without a license to do so. Licenses shall be applied for and issued pursuant to the City of Northfield Ordinance Section 62-66 and Rice County Waste Management Ordinance Section 606.

- c. All vehicles shall be properly licensed, painted and marked uniformly and shall have the Contractor's name and telephone number prominently displayed in letters of a contrasting color, at least three (3) inches high, on each side of the vehicle.
- d. The Contractor shall supply provide all equipment and vehicles to perform the services under this Contract. The Contractor shall keep all equipment and vehicles used in the performance of the services provided under this Contract in good operating condition and in a clean, sanitary condition. All equipment and vehicles shall meet all federal, state, county and municipal regulations concerning vehicles used on public roads.
- e. The Contractor shall furnish the City with a written description of all vehicles and equipment to be used within the City and in the performance of all services under this Contract. Each collection vehicle shall be equipped with standard warning flashers, warning alarms to indicate movement in reverse, fire extinguishers and signs on the rear of vehicle stating "This Vehicle Makes Frequent Stops"

7. COLLECTION OPERATIONS.

- a. The Contractor shall provide sufficient vehicles, equipment and personnel to ensure efficient performance of this Contract to the satisfaction of the City during the established hours of operation during the term hereof.
- b. Contractor's employees shall handle all containers with reasonable care to avoid damage, replace the containers in an upright position on the boulevard adjoining the curb, and dispose of any contents which may be spilled in a workmanlike manner.
- c. The Contractor shall instruct all employees that they shall not operate any equipment in reverse unless reverse operation is necessary for safe entrance to or egress from a driveway. A full-time superintendent of collections shall be employed by the Contractor, and shall be the representative of the Contractor. The superintendent shall be on the job within the City during normal hours of collection operations and shall maintain proper schedules for collection. The superintendent shall have supervisory duties, which shall include servicing of complaints.
- d. The Contractor shall establish and maintain, an office with continuous supervision, for accepting complaints and resident calls. City residents shall not be expected to make long distance calls for services or to register complaints. The office shall be in service between the hours of 8:00 A.M. and 4:30 P.M. Monday through Friday, except legal holidays. The address and telephone number of such office and any changes shall be given to the City in writing and will be posted on the City's website.
- e. Whenever the City or a resident notifies the Contractor of a location, which has not received scheduled service, the Contractor shall provide service to such location no later than the following working day from the time of complaint. A record of all complaints and action taken thereon shall be kept by the Contractor and reported monthly to the City. All

complaints shall be answered by the Contractor courteously and promptly.

- f. The Contractor shall comply with Ordinances of the City and the laws and regulations of Rice County, Dakota County, the State of Minnesota and its agencies relating to sanitation and collection of garbage, refuse, recyclables, and yard waste.
- g. The Contractor shall provide and maintain as may be necessary all sanitary and safety accommodations for the use and protection of its employees to provide for their health, safety and welfare and comply with federal, state and local codes and regulations, as well as those of other bodies and tribunals having jurisdiction.
- h. The Contractor shall keep complete and accurate records in accordance with generally accepted accounting practices.
- i. Contractor shall provide such information as the City Administrator or his/her representative shall request from time to time regarding Contractor's actual costs incurred in performance of this Contract, including labor, equipment, fuel, insurance, administrative costs, tipping fees and other costs.
- j. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services. The Contractor shall take all necessary precautions and protections to prevent damage, injury or loss to all employees and other persons who may be affected thereby, and other property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- k. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall remedy, at Contractor's expense, all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

8. TERM AND TERMINATION.

- a. **Term.** This Contract shall remain in force and effect for a period of five years commencing January 2, 2026 and ending December 31, 2030, unless otherwise terminated sooner as provided herein (the "term"). The City and the Contractor may agree to extend the term of this Contract beyond the original termination date, upon such terms and conditions as the Parties shall mutually agree in writing, subject to the requirements of Minnesota law.
- b. **Termination.** Notwithstanding anything to the contrary herein, this Contract may be terminated under any of the following circumstances:
 - i. By either Party for any reason or for convenience by either Party upon one hundred twenty (120) days written notice.

- In the event of termination pursuant to this paragraph, the City shall be obligated to Contractor for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

- ## 9. RATES AND PAYMENT.

- ### Collection Fee Per Month Per Household

b. The City shall collect the basic charges from residents and shall pay such compensation to Contractor on or before the 10th day of each month for the collection service billed during the preceding calendar month.

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employees or agents in connection with the Contractor's performance of this Contract or any renewal hereof. The Contractor agrees to defend any action brought against the City on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith.

- b. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- c. Contractor agrees, that in order to protect itself and the City under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances indicated in paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which the City is entitled under Minn. Stat. Chapter 466 or otherwise.

12. INSURANCE

- a. The Contractor shall not commence services or work under this Contract until Contractor has obtained all insurance required herein and such insurance amounts specified herein have been verified by the City, nor shall Contractor allow any subcontractor to commence services or work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All such insurance coverage shall be maintained at all times while this Contract is in effect.
- b. The Contractor agrees to procure and maintain, at Contractor's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater (coverages under umbrella or excess policies may be combined with primary policies to meet the below stated insurance coverage requirements):

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations

Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles
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Umbrella or Excess Liability	\$_____ [or insert Meets minimum requirements without umbrella or excess liability policy]
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- c. Except as provided below, Contractor's Workers' Compensation insurance must provide coverage for all its employees. If Minnesota Statutes, section 176.041 exempts Contractor from Workers' Compensation insurance, or if Contractor has no employees in the City, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If at any time while this Contract is in effect Contractor ceases to be exempt from the requirement to maintain Workers' Compensation coverage, Contractor must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance documenting such coverage.
- d. Contractor's Commercial General Liability ("CGL") and business automobile liability insurance coverages shall insure Contractor against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto," which shall include all refuse hauling vehicles and equipment to provide the services hereunder and extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or as otherwise required by law. The City shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided under the contract and shall provide that Contractor's coverage shall be primary and noncontributory in the event of a loss.
- e. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to the City by Contractor and are attached hereto and incorporated herein by reference as Exhibit 1.
- f. Any insurance limits in excess of the minimum limits specified herein above shall be available to the City in the event of claims.

- g. Contractor's insurance policies and certificate(s) shall not be cancelled without at least Thirty (30) days' advance written notice to the City or Ten (10) days' prior written notice to the City for nonpayment of premium.
- h. Contractor's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under the contract.
- i. Contractor is responsible for payment of contract related insurance premiums and deductibles. If Contractor is self-insured, a Certificate of Self-Insurance must be attached to the contract. Any program of self-insurance shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed.
- j. Contractor shall ensure that all subcontractors comply with the insurance provisions contained in the contract and such insurance is maintained as specified.
- k. Contractor's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.
- l. All policies listed above (except professional liability insurance or other coverage not reasonably available on an occurrence basis, if required in the contract), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
- m. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by the City.
- n. The City reserves the right to immediately terminate this Contract if Contractor is not in compliance with the insurance requirements contained in this Contract and retains all rights to pursue any legal remedies against Contractor.

13. PERFORMANCE BOND.

- a. Contractor shall furnish a performance bond in the amount of \$100,000.00 dollars conditioned upon Contractor's faithful performance of the services/work specified herein.
- b. Failure of the Contractor to perform this Contract which endangers the health, safety, or welfare of the residents of the City shall be just cause for immediate termination of this Contract by the City, and the surety on Contractor's performance bond shall be bound by the terms of such bond to obtain and provide garbage, refuse, recyclables, and yard waste collection and disposal services as contemplated by this Contract until another contract can be let and executed according to law. Determination that such conditions exist shall be within the discretion of the City Council of the City. The performance bond provided to the City shall be in a form acceptable to the City and be provided by a surety licensed in

Minnesota.

14. GENERAL TERMS.

- a. **Voluntary and Knowing Action.** The Parties, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. **Authorized Signatories.** The Parties each represent and warrant to the other that; (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it. Each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either Party shall have notified the other Party. The Parties' representatives for notification for all purposes are:

If to City of Northfield:

David E. Bennett, P.E.
Public Works Director/City Engineer
801 Washington Street
Northfield, MN 55057

Ben Martig, City Administrator
801 Washington Street
Northfield, MN 55057

If to Contractor:

Name _____, Title _____
Company _____
Address _____

- d. **Dispute Resolution.** City and Contractor agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- e. **Independent Contractor Status.** Contractor, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of City for any purpose. No

statement contained in this Contract shall be construed so as to find Contractor to be an employee of City, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. Contractor acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State tax laws. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. Contractor is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- f. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by City to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on City's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract and the services. If any deliverable is not acceptable, City will notify Contractor specifying reasons in reasonable detail, and Contractor will, at no additional cost, conform the deliverable to stated requirements of this Contract and the services.
- g. **Permits/Licenses.** Contractor shall obtain and pay for all permits and licenses necessary and ordinary for the services required herein, shall comply with all lawful requirements applicable to the services, and shall give and maintain any and all notices required by applicable law pertaining to the services.
- h. **Taxes.** Contractor shall pay any applicable state sales taxes applicable to the services provided herein.
- i. **Subcontracting.** Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of City. Contractor shall be responsible for the performance of all subcontractors and/or sub-consultants.
- j. **Assignment.** This Contract shall be binding upon the parties hereto, their successors and assigns. This Contract may not be assigned by either Party without the written consent of the other Party.
- k. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Contractor.
- l. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Contractor agrees that City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt,

and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Contract. Contractor agrees to maintain these records for a period of six years from the date of termination of this Contract.

- m. **Force Majeure.** The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- n. **Compliance with Laws.** Contractor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.
- o. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- p. **Interest by City Officials.** No elected official, officer, or employee of City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- q. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- r. **Data Practices.** The Parties acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- s. **Cybersecurity Incident Reporting.** Contractor acknowledges that Contractor by virtue of this Contract is subject to the requirements of Minn. Stat. § 16E.36 for reporting cybersecurity incidents impacting the City.
- t. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- u. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable

provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

- v. **Entire Contract.** These terms and conditions constitute the entire Contract between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- w. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- x. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of City and Contractor arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties have hereunto executed this document the day and year first above written.

CONTRACTOR:

[Insert NAME] _____

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public within and for said County, personally appeared _____ and _____, to me personally known, who, being by me each duly sworn, did say that they are respectively the _____ and the _____ of _____, the _____ **[corporation, limited liability company, etc.]** named in the foregoing instrument, and that said instrument was signed on behalf of said _____ **[corporation, limited liability company, etc.]** and said _____ and _____ acknowledged the said instrument to be the duly authorized, free act and deed of said _____ **[corporation, limited liability company, etc.]**.

Notary Public

CITY OF NORTHFIELD, MINNESOTA

By: _____
Erica Zweifel, Its Mayor

Date: _____

By: _____
Lynette Peterson, Its City Clerk

Date: _____

EXHIBIT 1

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]